

LEASE AGREEMENT

THIS AGREEMENT is made this XXXXXXXX day of XXXXXXXXXXXXXXXXXXXX, 20XX between

DONALD C. GREENE doing business as D.C.G DEVELOPMENT CO., with a business, address of: 800 Rt. 146, Suite 240 Clifton Park, New York 12065, as Landlord, and XXX, as Tenant.

WITNESSETH: Landlord is the owner of land and improvements commonly known and numbered as follows Building 200 (the "Building"): 939 Route 146, Clifton Park, Saratoga County, New York. Landlord makes available for lease space XXXXXX consisting of approximately XXXX square feet of space the "Premises", SCHEDULE "A".

Landlord agrees to lease the Premises to the Tenant under the following covenants, conditions and provisions:

1. Commencement and Expiration of Term

The Term and rent of this Lease Agreement shall commence on or about XXXXXX 1st, 20XX. Landlord shall deliver the premises to Tenant on or before XXXXXX 1st, 20XX.

The Term of this Lease shall end **XXXXXXX years** from the Commencement Date on or about XXXXXXXXXXXX, 20XX or shall end on such earlier date upon which the Term may expire or be canceled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to law.

2. Rent

Tenant shall pay the monthly rent (PLEASE SEE Schedule "B". RENT SCHEDULE) to be paid in monthly payments in advance on the first day of each and every month during the Lease term. The rental payment amount for any partial calendar months included in the Lease Term shall be prorated on a daily basis.

Option

Tenant may extend the Term, by written notice of its election to do so giving to Landlord at least 120 days prior to the Expiration Date of the current term. The Extended Term will be on all of the terms and conditions of the Lease Agreement applicable at the Expiration Date.

Tenant will have the right to extend for XXXXXXXX year term. PLEASE SEE **Schedule "B" RENT SCHEDULE** for Option Rent detail. Tenant will not have any rights under this Section if (a) an Event of Default exists on the Expiration Date or on the date on which Tenant gives its notice, or (b) Tenant exercises its rights less than 120 days before the Expiration Date. (See Rent Schedule A)

3. Late Payment Charges

Failure to pay monthly rent in full by the 10th day of the month will result in a late charge of two percent (2%) per month of the unpaid amount being added to the balance due.

4. Use

The Premises to be used and occupied only for a XXXXXXXXXX business and for no other purpose. Tenant shall comply with all Federal, State and Local regulations, including occupational licensing and zoning regulations.

5. All Sums Shall Be Additional Rent

Any and all sums due pursuant to this Lease shall be deemed Additional Rent and shall be payable monthly as billed by Landlord and shall be in addition to the monthly Rent.

6. Preparation for Occupancy and Possession

A. The Premises shall be initially prepared for Tenant's occupancy in accordance SCHEDULE "C" LANDLORD'S WORK SPECIFICATIONS.

B. The Premises shall be deemed to be Substantially Completed on the earliest date on which all of the following conditions have been met:

1. Landlord's work in the Premises has been substantially completed, notwithstanding the fact that minor or insubstantial details of construction, mechanical adjustment or decoration remain to be performed, the non-completion of which would not materially interfere with Tenant's use of the Premises.

2. Landlord has procured a temporary or permanent Certificate of Occupancy, whichever is first obtained, permitting the occupancy of the Premises for the intended purposes.

C. If the substantial completion of the Premises is delayed by reason of (i) any act or omission of Tenant or any of its employees, agents or contractors, including the failure of Tenant to comply with any of its obligations; or (ii) any failure (not due to any act or omission of Landlord or any of its employees, agents or contractors) to plan or execute Tenant's work with reasonable speed and diligence, or (iii) any changes by Tenant in its drawings or specifications or any changes or substitutions requested by Tenant, then the Premises shall be deemed Substantially Completed on the date when they would have been Substantially Completed but for such delay. In addition, Tenant shall pay to Landlord all costs and damages which Landlord may sustain by reason of such delay.

D. It is understood and agreed that Landlord shall not be obligated to do any work within the Premises unless such work has been specifically agreed to in this Lease.

7. Security Deposit

Tenant shall pay to Landlord a "Security Deposit" in the amount of XXXXXXXX upon the execution of this Lease.

The Security Deposit shall be held by Landlord, without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the

extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the Termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the Term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit. **Under no circumstances may Tenant use this deposit to pay rent, including rent for the last month of this lease.** The rent must be paid on or before the tenth day of each month, *including the last month of occupancy.*

8. **Taxes - N.A.**

9. **Landlord's Operating Expenses - N.A.**

10. **Insurance**

Tenant at its own expense shall maintain public liability insurance insuring Tenant and Landlord with minimum coverage as follows:

Property Damage:	\$ 300,000
Public Liability:	\$1,000,000

Tenant shall provide Landlord with a certificate of insurance from an insurance company qualified to do business in the State of New York that is reasonably acceptable to Landlord evidencing the existence of the foregoing insurance.

Tenant shall name Landlord as an additional insured on a primary, non-contributory basis. Endorsements are to include a thirty (30) day prior written notice of cancellation or non-renewal of Tenant's insurance.

Landlord shall maintain on the building and other improvements in which the Premises are located, a policy of standard fire and extended coverage insurance and public liability protection, with vandalism and malicious mischief endorsements, to the extent of at least eighty percent (80%) of their insurable value.

11. **Utilities**

A. Landlord shall provide and maintain the necessary wiring, ducts and conduits in order to bring electricity, gas, heat, telephone service and other utilities to the Premises, as more fully described in the attachments hereto.

B. Tenant's utilities shall be separately metered for services supplied to the Premises. Tenant shall pay all charges for gas, electricity, light, heat, power, water, telephone services and other utilities supplied to and used upon the premises.

12. **Cleaning Services**

Tenant shall be responsible throughout the term of the Lease for supplying cleaning services to the Premises, which cleaning services shall be of a type and kind prevalent in other first

class office buildings in the Albany, New York area.

Landlord shall be responsible for supplying the same standard of cleaning service in the Building common areas, the cost of which shall be treated as a Landlord Operating Expense.

13. Rubbish Removal

Landlord agrees to be responsible for the removal of Tenant's ordinary rubbish, the cost of which is included in Landlord's Operating Expenses. However, Tenant shall pay Landlord the cost of removal of any and all Tenant's extraordinary refuse and rubbish from the building. This shall be deemed additional rent that shall be payable by Tenant.

14. Assignment of this Lease

Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or under-lease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing.

Tenant shall have the right with Landlord's consent, to assign this lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Such consent shall not be unreasonably withheld or delayed.

15. Tenant Responsibilities

A. Care of Premises

Tenant shall take good care of the Premises and shall, at Tenant's own cost and expense, make all repairs and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

B. Damage & Destruction to Premises: Tenant's Duty to Notify Landlord.

1. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Premise is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

2. If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be Added Rent.

3. Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within thirty (30) days after substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end thirty (30) days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the

notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

C. *Compliance With Governmental Orders.* Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of any government body applicable to the Premises, during said Term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at Tenant's own cost and expense.

D. *Tenant Continuing Liability.* In the event that the relation of Landlord and Tenant may cease or Terminate by reason of re-entry of Landlord under the Terms and covenants contained in this lease or by ejectment of Tenant by summary proceedings or otherwise, or after abandonment of the Premises by Tenant, it is hereby agreed that Tenant shall remain liable and pay in monthly payments the rent which occurs subsequent to the re-entry by Landlord, and Tenant expressly agrees to pay as damages for the breach of the covenants herein, the difference between the rent reserved and the rent collected and received, if any, by Landlord during the remainder of the unexpired Term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired Term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters arising out of or in any way connected with this lease, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

16. **Landlord's Rights and Responsibilities**

A. *Landlord's Warranty.* Landlord represents and warrants to Tenant that on the date of delivery of possession of the Premises to Tenant the Premises will be in compliance with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, and occupancy of the Premises for the purposes allowed by this Lease including, without limitation, the certificate of occupancy for the Premises and building of which they are a part, and the Americans with Disabilities Act of 1990, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any similar body having jurisdiction over the Premises and the Building, and that on that date there are no conditions that after discovery or notice or the passage of time would not be in compliance with all laws, ordinances, orders, rules, regulations and other governmental requirements.

B. *Landlord's Right of Entry.* Tenant agrees that the Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon the premises, at all reasonable hours for the purpose of examining the premises, or making repairs or alterations as may be necessary for the safety and preservation of the Premises. Tenant agrees that Landlord shall have the right to enter the premises in any emergency at any time, to examine the premises and make such repairs as necessary to the emergency.

C. *Landlord Right to Show Premises.* Tenant agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the beginning of the 8th month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation with the last ninety (90) days of the lease term.

D. *Landlord Rights on Default.* If the premises shall be deserted or become vacant during the term, or if any default be made in the payment of the rent or any part of the rent, or if any default be made in the performance of any of the covenants in this Agreement, Landlord or representatives may re-enter the premises by force, summary proceedings or otherwise, and remove all persons, without being liable to prosecution, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and Tenant shall pay at the same time as the rent becomes payable under this Agreement a sum equivalent to the rent reserved, and Landlord may rent the premises on behalf of Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to Tenant, who shall remain liable for any deficiency.

E. *Landlord Right to Re-enter.* If Tenant defaults in performance of any of the covenants in this Agreement, it shall be lawful for Landlord to re-enter the premises, and the same to have again, re-possess and enjoy. Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

F. *Landlord's Liability.* Tenant shall look solely to the interest of Landlord in the Building or Buildings for satisfaction of Tenant's remedies, and no other property or assets of the Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

17. Default and Attorney Fees

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for fifteen (15) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity.

If Landlord shall retain legal counsel to enforce a provision of this Lease against Tenant, including but not limited to, bringing a summary proceeding for eviction, or a collection

action for unpaid Rent or Additional Rent, Tenant agrees, even in a situation where the Tenant cures the Default after the notice to cure period has expired, that it is responsible to pay Landlord, immediately upon receipt of any bill from Landlord, any and all fees incurred by Landlord in enforcing the terms of the Lease, including the actual attorneys fees billed to the Landlord, service of process costs, and all court filing costs. Said attorneys fees, service of process costs and court filing costs are to be considered "Additional Rent" and Tenant's failure to pay those fees and costs when billed constitutes a material breach of the Lease entitling Landlord to evict the Tenant.

18. Signage

All signage to be used on the Premises shall be approved by Landlord. Any governmental approvals, fees, and charges required to place or replace Tenant signage on the Premises will be the responsibility of Tenant.

19. Indemnity

Tenant shall protect, indemnify and hold harmless Landlord, Landlord's agents, employees, licensees and invitees from and against any and all claims of loss or damage to property and of injury to or death of persons arising out of or in connection with the acts or negligence of Tenant, its agents, licensees or invitees in or about the leased premises.

20. No Lien on Premises

This instrument shall not be a lien against the premises in respect to any mortgages that are now on or that hereafter may be placed against the premises, and the recording of a mortgage or mortgages shall have preference and precedence and be superior and prior to the lien of this lease, irrespective of the date of recording, and Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle Landlord, or the Landlord's assigns and legal representatives to cancel this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

21. Estoppel Certificate

Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver without cost or expense to Landlord a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the rent and additional rent have been paid, stating whether or not, to the best knowledge of Tenant, Landlord is in default in performance of any of its obligations under this Lease, and, if so, specifying each such default of which Tenant may have knowledge, and stating any other information reasonably requested by Landlord, it being intended that any such statement delivered pursuant thereto may be relied upon by any other person with whom Landlord may be dealing.

22. Financing Modifications

If, in connection with obtaining, continuing or renewing financing for which the Building or Buildings, land or a leasehold or any interest therein represents collateral in whole or in part, a banking, insurance or other lender shall request modifications of this Lease as a condition of such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or

adversely affect Tenant's leasehold interest hereby created.

23. Subordination

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such Terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

24. Attornment

If the holder of any mortgage, indenture, deed of trust, or other similar instrument described in paragraph 24 succeeds to Landlord's interest in the Premises, Tenant will pay to it all Rents and Additional Rent subsequently payable under this Lease. Tenant will, upon request of any one succeeding to the interest of Landlord, automatically become the tenant of, and attorn to, the successor without change in this Lease. The successor will not be bound by (i) any payment of Rent for more than one month in advance, or (ii) any amendment or modification of this Lease made without its written consent, or (iii) any claim against Landlord arising prior to the date that the successor succeeded to Landlord's interest, or (iv) any claim or offset of Rent against Landlord. Upon request by the successor and without cost to Landlord or the successor, Tenant will execute, acknowledge, and deliver documents confirming the attornment. The document of attornment will also provide that the successor will not disturb Tenant in its use of the Premises in accordance with this Lease. If Tenant fails or refuses to execute, acknowledge, and deliver those documents within twenty (20) days after written demand, the successor will be entitled to execute, acknowledge, and deliver those documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints the successor as Tenant's attorney-in-fact to execute, acknowledge, and deliver those documents on behalf of tenant.

25. No Waiver

Failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants in this lease shall not be deemed a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default

in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

26. Eminent Domain

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

27. Fixtures

If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of the lease, Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, the fixtures and property shall be deemed abandoned by Tenant and shall become the property of Landlord.

28. Right to Redeem

Tenant waives all rights to redeem under any law of the State of New York.

29. Force Majeure

This lease and the obligation of Tenant to pay rent and perform all of the covenants and agreements on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supply any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

30. Interruption of Services

No diminution or abatement or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by Landlord to Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. Landlord shall not be required to furnish, and Tenant shall not be entitled to receive, any of such "services" during any time wherein Tenant shall be in default in payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the premises after the Commencement Date, it being understood that rent shall, in any event, commence to run at such date.

31. Waiver of Subrogation

All insurance policies of property insurance carried by Landlord or Tenant in covering the Premises, its contents, and the property of either of them in the Premises will waive any right of the insurer to subrogation against the other to the extent permitted by law. Landlord and Tenant agree that their policies will include such a waiver or an endorsement to them so long as the waiver or endorsement is available without cost. If a cost is imposed, the one whose insurer imposes it will advise the other of the cost and its amount and the other may pay it but will not be obligated to do so. The failure of any insurance policy to include such a waiver or endorsement will not affect this Lease.

32. Holding Over

If Tenant remains in possession of the Premises at the end of this Lease, Tenant will occupy the Premises as a Tenant from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term, with the exception that the then current monthly rental payment will be increased by fifty percent (50%) for each month or part month during which the Tenant holds over.

33. Notice

Both Tenant and Landlord agree that the Notice required under this lease will be in writing, certified mail, return receipt requested, at the above-mentioned addresses or at any other address that the parties may direct.

34. Time Is Of the Essence

Time is of the essence of each and every provision of this Lease.

35. Joint and Several Liability

If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease.

36. Severability

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, provision will be added as a part of this Lease that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

37. Authority

If Tenant signs this lease as a corporation, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

38. Waiver of Jury Trial

Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on all matters arising out of this Lease or the use and occupancy of the Premises (except claims for personal injury or property damage). If Landlord commences any summary proceeding for nonpayment of rent, Tenant will not interpose (and waives the right to interpose) any counterclaim in any such proceeding.

39. Governing Law and Venue

This Lease will be governed by the law of the State of New York and will be construed and interpreted according to that law. Venue on any action arising out of this Lease will be proper only in Saratoga County, State of New York

40. Entire Agreement

This Lease contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those that are set forth in this Lease and its attached Schedules, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

41. Peaceful Enjoyment

Landlord covenants that Tenant, on paying the yearly rent, and additional rent, and performing the covenants herein, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term, provided, however, that this covenant shall be conditioned upon the retention of title to the Premises by Landlord.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements contained in this Lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals to be hereby affixed this ____ day of _____, 2005 .

Signed and delivered in the presence of

LANDLORD

DONALD C. GREENE doing business as
D.C.G. DEVELOPMENT CO.

TENANT

XXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXX

Authorized Representative

XXXXXXXXXXXXXXXXXXXXXXXXXX

Title: _____

State of New York)
) ss.:
County of Saratoga)

On this ___ day of _____, in the year 20XX, before me, the undersigned, a Notary Public in and for said state, personally appeared **XXXXXXXXXXXXXXXXXX**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual acted, executed the instrument.

Notary Public

State of New York)
) ss.:
County of Saratoga)

On this ___ day of _____, in the year 20XX, before me, the undersigned, a Notary Public in and for said state, personally appeared **XXXXXXXXXXXXXXXXXXXX** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE "A"
FLOOR PLAN OF "PREMISES"

SCHEDULE "B"
RENT SCHEDULE
XXXXsqft

Rent: Year 1-\$XXXXXXXXXXXXXXXXX-Monthly-Gross plus utilities

Option Rent: Year 1-\$XXXXXXXXXXXXXXXXX-Monthly-Gross plus utilities

Please make checks payable to DCG Development Co.
Rent is due on the first of the month.

SCHEDULE "C"
LANDLORD'S WORK SPECIFICATIONS

1. Demise space for Tenant
2. Install one ADA compliant restroom
3. Install 2X4 lights
4. Install 2X4 2nd look ceiling tile grid system
5. Install one main entrance door
6. HVAC unit with a one year warranty, with duct work for space
7. Bring 100 amp-3 phase service with meter to space
8. Gas supply line for space(if needed)
9. Sprinkler system provided and heads dropped as per local code requirements
10. Emergency lighting with batter backup and exit signs, meeting all laws and local code
11. Floor area will be concrete

PERSONAL GUARANTEE

Landlord: DCG Development Co.
Tenant: XXXXXXXXX
Lease: Suite XXX, Town Plaza
Guarantor: XXXXXXXXX
Date: XXXXXXXXXXXXXXXXXXXXXXXX

Tenant wishes to enter into the Lease with Landlord. Landlord is unwilling to enter into the Lease unless Guarantor assures Landlord of the full performance of Tenant's obligations under the Lease. Understanding the Lease and this Guaranty after an opportunity to review them with counsel and other advisors of its choice, Guarantor is willing to do so.

Accordingly, in order to induce Landlord to enter into the Lease with Tenant, and for good and valuable consideration, receipt and adequacy of which are acknowledged by Guarantor including without limitation, the benefits that Guarantor will derive from Tenant's entry into the Lease:

1. Guarantor, for itself, its successors and assigns, irrevocably, absolutely, and unconditionally guarantees to Landlord, and the successors and assigns of Landlord, Tenant's full and punctual performance of its obligations under the Lease, including without limitation the payment of Rent and other charges due under the Lease, and not merely collection of Rent and other charges. Guarantor waives notice of any breach or default by Tenant under the Lease. If Tenant defaults in the performance of any of its obligations under the Lease, upon Landlord's demand, Guarantor will perform Tenant's obligations under the Lease.
2. Any act of Landlord, or the successors or assigns of Landlord, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter related to or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, or any delay or failure by Landlord in enforcing the Lease or a compromise of amounts due under the Lease, may be done without notice to Guarantor and without affecting the obligations of Guarantor under this Guaranty.
3. The obligations of Guarantor under this Guaranty will not be affected by Landlord's receipt, application, or release of security given for the performance of Tenant's obligations under the Lease, nor by any assignment, sublease, or modification of the Lease, including without limitation the alteration, enlargement, or change of the Premises described in the Lease, except that in case of any such modification, the liability of the Guarantor will be deemed modified in accordance with the terms of any such modification, or the termination of the Lease after an Event of Default, or an acceptance of a surrender of the Premises. Landlord's request for Guarantor's consent to any actions described in this Guaranty will not mean that Guarantor's consent is required to that action or any other action described in this Guaranty in order to continue the Guaranty in effect.
4. The liability of Guarantor under this Guaranty will not be affected by (a) the release or discharge of Tenant from its obligations under the Lease in any creditors', receivership, bankruptcy, or other proceedings, or the commencement or pendency of any such proceedings; (b) the impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future bankruptcy code or other statute, or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) Tenant's assignment or transfer of the Lease or sublease of all or part of the Premises described in the Lease; (e) any disability or other defense of Tenant or the invalidity of the Lease for any reason; or (f) the cessation from any cause whatsoever of the liability of Tenant under the Lease.
5. Until all of Tenant's obligations under the Lease are fully performed, Guarantor: (a) waives any right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor under this Guaranty; (b) waives any other right that Guarantor

may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guaranty; and (c) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

6. This Guaranty will apply to the Lease, any extension or renewal of the Lease, and any holdover term following the term of the Lease, or any such extension or renewal.

7. Except as set forth in it, this Guaranty may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord. The Guarantor's liability under this Lease will end only upon full performance and payment of Tenant's obligations under this Lease.

8. Guarantor is primarily obligated under the Lease. Landlord may, at its option, proceed against Guarantor without proceeding against Tenant or anyone else obligated under the Lease or a guaranty of the Lease or against any security for any of Tenant's or Guarantor's obligations.

9. Guarantor will pay on demand the reasonable attorneys' fees and costs incurred by Landlord, or its successors and assigns, in connection with the enforcement of this Guaranty.

10. Guarantor irrevocably appoints Tenant as its agent for service of process related to this Guaranty. Guarantor consents to the exclusive jurisdiction of the state courts of the state in which the Premises are located. GUARANTOR WAIVES TRIAL BY JURY OF ANY MATTER ARISING OUT OF THIS GUARANTY.

Guarantor has executed this Guaranty as of the Date.

XXXXXXXXXXXXXXXXXXXXX

STATE OF NEW YORK)
) SS.:
COUNTY OF SARATOGA)

On this _____ day of _____, in the year 201X, before me, the undersigned, a Notary Public in and for said state, personally appeared Luis Camacho, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary Public